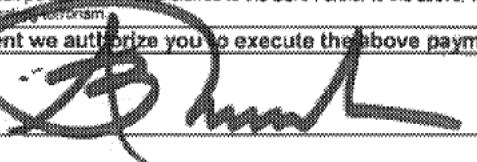


## **EXHIBIT J**

## Payment Order

Number of Payment Order 1		Date (dd/mm/yyyy) 30/09/2019
Client Name ALTAMONTE HOLDINGS LIMITED		Account number [REDACTED] 1001 USD
Test Code 9666	Bank use	Form of Remittance <input checked="" type="checkbox"/> Internal transfer (within RCB) <input type="checkbox"/> SWIFT
<b>TRANSACTION DETAILS</b>		
Currency USD	Value date (dd/mm/yyyy) 30/09/2019	
Transaction Amount (in figures) 201610.96	Transaction Amount (in writing) two hundred one thousand six hundred ten and 96/100 US Dollars only	Bank use
<b>BENEFICIARY DETAILS</b>		
Name of Beneficiary CAPITALINVEST LTD		
Address (optional) Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH 96960		
Account Number [REDACTED] 5001		
IBAN (if applicable) [REDACTED] 5001		
Bank name RCB BANK LTD		
Bank address (optional)		
SWIFT RCBLCY2I		
Details of payment This Settlement AGR dd 25/09/2019	Bank use	
<b>INTERMEDIARY DETAILS (if applicable)</b>		
Bank name		
Bank address		
SWIFT PLEASE SEND ADVICE		
Correspondent account number TO Banking@vasslaw.net		
<b>SPECIAL INSTRUCTIONS (if applicable)</b>		
<b>ADDITIONAL DETAILS</b>		
<b>BANK FEES</b>		
<input checked="" type="checkbox"/> OUR (applicant pays all charges) <input type="checkbox"/> BEN (beneficiary pays all charges) – cannot be used where the payer and payee are both located in EU member states and the payment transaction is in euro or another currency of an EU member state) <input type="checkbox"/> SHA (applicant and beneficiary pay jointly the charges)		
<b>PROVIDING CONFIRMATION</b> <input checked="" type="checkbox"/> by email Address: <u>BANKING@VASSLAW.NET</u> <input type="checkbox"/> by fax Number: _____ <input type="checkbox"/> by mail Address: _____		
<small>We acknowledge that the data contained in international credit transfers and separately requested express Credit transfers, is forwarded to the beneficiary's banks via the worldwide payment service, the (Belgium based, Society for Worldwide Interbank Financial Telecommunication (SWIFT). We have been advised that, for system security reasons, SWIFT has operating centres in Europe and the USA and as a result personal data is transferred to the USA. Further to the above, we consent to the fact that this data may be accessed by the US Authorities pursuant to local applicable laws for the purposes of combatting terrorism.)</small>		
By the present we authorize you to execute the above payment order.		
Signature 1 		Signature 2
Bank use		
<b>FOR BANK USE ONLY</b>		
Receiving Date		Verified by
		Signature
For any enquiries please contact us on +357 22376780 in Nicosia or +357 25376780 in Limassol, Monday to Friday between 9am and 6pm		

**THIS SETTLEMENT AGREEMENT**

(hereinafter the "Agreement") is made on 25 September 2019 by and between:

- (1) **CAPITALINVEST LTD**, a company incorporated and acting under the laws of the Marshall Islands, with its registered address at: Trust Company Complex, Ajeltake Road, MH96960 Majuro, Ajeltake Island, Marshall Islands (hereinafter referred to as "Party 1"); and
- (2) **ALTAMONTE HOLDINGS LIMITED**, a company incorporated and existing under the laws of the British Virgin Islands, registered number 1821394 with its registered office at: Market Square, Yamraj Building, 3rd Floor, P.O. Box 3175, Road Town, Tortola, British Virgin Islands (hereinafter referred to as "Party 2");
- (3) **MR. VADIM BELYAEV**, holder of a Republic of Cyprus Passport No. [REDACTED] resident of [REDACTED] Limassol, Cyprus (hereinafter referred to as "Party 3"),

jointly hereinafter referred to as the Parties.

**TAKING INTO CONSIDERATION THE FOLLOWING FACTS:**

- (A) Party 1 has the right to receive from the Party 2 and the Party 2 is under an obligation to repay to the Party 1 the amount of USD 12 001 610,96 (Twelve million one thousand six hundred ten US Dollars and 96 cent) (the "Indebtedness 1") in accordance with the Master Agreement on General Terms of Loan Agreement No 1-14 dd 12.05.2014 (including Confirmation № 1 dd 14.05.2014 amended by the Addendum № 1 dd 14.05.2016 and Confirmation № 2 dd 02.07.2015 of the Annex 1 of the Master Agreement on General Terms of Loan Agreement No 1-14 dd 12.05.2014) amended by the Supplementary agreement № 1 dd 20.07.2016, the Addendum dd 28.09.2018, the Addendum №. 2 dd 28.12.2018 and the Addendum №. 3 dd 03.01.2019 (hereinafter referred to as the "Loan Agreement");
- (B) Party 2 has the right to receive from the Party 3 and the Party 3 is under an obligation to repay to the Party 2 the amount of USD 11 800 000 (Eleven million eight hundred thousand US Dollars) (the "Indebtedness 2") in accordance with the Securities Purchase Agreement dd 25.09.2019 (hereinafter referred to as the "SPA");
- (C) Party 3 is the Ultimate Beneficial Owner of the whole issued and allotted share capital of the Party 2.

**IT IS AGREED AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1. In this Agreement the following definitions will apply:**

"Business Day" means a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London (Great Britain), New York (the USA), Nicosia (Cyprus), Road Town (the British Virgin Islands).

"Settlement Date" means the 30<sup>th</sup> September 2019

"Rules" has the meaning given to that term in clause 15.2.

"USD" mean the lawful currency of the USA.

1.2. The headings in this Agreement do not affect its interpretation.

1.3. In this Agreement a reference to:

- 1.3.1. a statutory provision includes a reference to the statutory provision as modified or re-enacted or both from time to time before the date of this Agreement and any subordinate legislation made under the statutory provision (as so modified or re-enacted) before the date of this Agreement;
- 1.3.2. a "person" includes a reference to any individual, firm, company, corporation or other body corporate, government, state or agency of a state or any joint venture, association or partnership, works council or employee representative body (whether or not having a separate legal personality);
- 1.3.3. a "Party" includes that party's legal personal representatives, successors and permitted assigns, and "Parties" shall be construed accordingly;
- 1.3.4. a clause, paragraph or schedule, unless the context otherwise requires, is a reference to a clause or paragraph of or schedule to, this Agreement;
- 1.3.5. the singular includes the plural and vice versa; and a reference to one gender include all genders; and
- 1.3.6. the *ejusdem generis* principle of construction shall not apply. Accordingly, general words shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating a particular class of acts, matters or things or by examples falling within the general words.

## 2. PAYMENT OBLIGATIONS

2.1. The Parties hereby agree that on the Settlement Date:

- 2.1.1. Party 3 shall partially pay to Party 1 the Indebtedness 1 in the amount of USD 11 800 000 (Eleven million eight hundred thousand US Dollars) on behalf of Party 2;
- 2.1.2. Party 2 shall partially pay to Party 1 the Indebtedness 1 in the amount of USD 201 610,96 (Two hundred and one thousand US Dollars and 96 cent).

## 3. NETTING AND SETTLEMENT

3.1. The Parties hereby agree that the execution of the obligations set out in clause 2.1.1 above by Party 3 set off against the execution of the obligations of the Party 3 to the Party 2 set out in clause (B) above. Following such netting and set-off the respective obligations of the Party 3 to pay to the Party 2 the Indebtedness 2 shall be fully and finally discharged.

3.2. The Parties hereby agree that the execution of the obligations set out in clause 2.1.1 above by Party 3 and the execution of the obligations set out in clause 2.1.2 above by Party

2 set off against the execution of the obligations of the Party 2 to the Party 1 set out in clause (A) above. Following such netting and set-off the respective obligations of the Party 2 to pay to the Party 1 the Indebtedness 1 shall be fully and finally discharged.

#### 4. NOTICES, PAYMENT DETAILS

4.1. All notices, requests, demands or other communications to or upon the respective Party hereto shall be given in writing (in English) by courier addressed to the registered office of the respective Party specified in the preamble of this Agreement or to such other address as any Party may hereafter specify in writing to the other. Every notice or other communication sent in accordance with this clause shall be effective upon receipt by the addressee on a Business Day in the city of the recipient, provided however, that any such notice or other communication which would otherwise take effect after 4.00 p.m. on any particular day shall not take effect until 10.00 a.m. on the immediately succeeding Business Day in the place of the addressee.

4.2. The payments details of the Party 1:

Beneficiary: CAPITALINVEST LTD

Registered Address: Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH 96960

USD ACCOUNT: [REDACTED] 5001

IBAN: [REDACTED] 5001

BANK: RCB BANK LTD

SWIFT: RCBLCY2I

#### 5. REPRESENTATIONS AND WARRANTIES

5.1. Each Party warrants to the other that:

5.1.1. it is validly incorporated under the laws of its jurisdiction of incorporation and has been in continuous existence since incorporation; and

5.1.2. it has the right, power and authority;

5.1.3. it has, or will by the Completion have, obtained all corporate authorisations and all approvals, authorisations, clearances, consents, exemptions or waivers required from any governmental entity to enable it; and

5.1.4. it has taken all other actions necessary,

to execute, deliver and exercise its rights, and perform its obligations, under this Agreement; and

5.1.5. its obligations under this Agreement are enforceable in accordance with their terms.

#### 6. INTERPRETATION

In the event that the provisions of this Agreement are inconsistent with any other agreement or arrangement between the Parties, the provisions of this Agreement shall prevail and the

terms of such other agreement or arrangement shall to the extent of such inconsistency cease to apply as of the date of this Agreement between the Parties.

#### **7. ASSIGNMENTS AND TRANSFERS**

Unless the Parties otherwise agree, either Party shall be entitled to assign, transfer or create any trust in respect of, or purport to assign, transfer, or create any trust in respect of, any of its rights or obligations under this Agreement.

#### **8. CONFIDENTIALITY**

Any and all non-public information pertaining to the Parties and to the existence or contents of this Agreement shall be kept confidential and shall not be disclosed by either Party to any third parties without the agreement of the other Party except as expressly required by applicable law. In the latter case, the disclosing Party shall (i) disclose such confidential information only to the extent required, and to the authorized person(s) specified, by the applicable law; and (ii) unless prohibited by the applicable laws to do so, give prompt notice of any such disclosure to the other Party.

#### **9. COSTS AND EXPENSES**

Each of the Parties shall pay its own respective costs and expenses (including legal expenses) in connection with this Agreement.

#### **10. NO WAIVER**

Time shall be of the essence of this Agreement but no failure to exercise nor any delay in exercising any right, power, privilege or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, privilege or remedy prevent any further or other exercise thereof or the exercise of any other right, power, privilege or remedy. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

#### **11. AMENDMENTS**

Any amendment to this Agreement shall be in writing and signed by, or on behalf of, each Party.

#### **12. SEVERABILITY**

In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

#### **13. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which when executed and delivered is an original and all of which together shall constitute one Agreement.

#### **14. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

A person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

#### 15. GOVERNING LAW AND DISPUTE RESOLUTION

15.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with the laws of England and Wales.

15.2. Any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement or the consequences of its nullity) shall be referred to and finally resolved by arbitration under the Arbitration Rules (the "Rules") of the London Court of International Arbitration. The arbitral tribunal shall consist of three arbitrators appointed in accordance with the Rules. The seat of arbitration shall be London, England and the language of the arbitration shall be English.

IN WITNESS whereof this Agreement has been executed by the Parties and entered into the day and year first above written.

#### PARTIES

s 

Signed for and on behalf of "Party 1"  
CAPITALINVEST LTD

  
Marcella Lekou

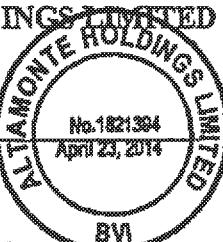


Signature of authorised signatory

Name of authorised signatory

Signed for and on behalf of "Party 2"  
ALTAMONTE HOLDINGS LTD

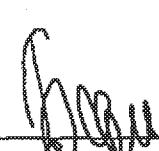
  
Elena Andreou



Signature of authorised signatory

Name of authorised signatory

Signed for and on behalf of "Party 3"

  
Vadim Belyaev

Signature of authorised signatory

Name of authorised signatory

**Laura Voskanyan**

**From:** Nadezda Symeon  
**Sent:** Monday, September 30, 2019 11:19 AM  
**To:** Banking Department / Christodoulos G. Vassiliades & Co.LLC  
**Cc:** MariaA Group  
**Subject:** FW: ALTAMONTE HILDINGS LIMITED - URGENT!!!  
**Attachments:** ALTAMONTE - CAPITALINVEST LTD .pdf; RE: ALTAMONTE HOLDINGS LIMITED  
**Importance:** High

Dear Ladies,

**Please proceed with the attached payment today ASAP.**

Kindly note that the signed Payment Order will be provided to you in the afternoon, as per the below email.

The Client's instructions are also attached.

Due to the urgency of the matter we will make an exception for this case.

Please provide us with the SWIFT once available.

Thank you in advance!

Nadia

**Nadezda Symeon**  
Corporate Department - Administrator  
[nadezdas@vasslaw.net](mailto:nadezdas@vasslaw.net)



**CHRISTODOULOS G. VASSILIADES & CO. LLC**  
*Advocates - Legal Consultants*

Tel. +357 22 55 66 77 / Fax. +357 22 55 66 88  
LEDRA HOUSE, 15 Agiou Pavlou Str. Agios Andreas, 1106  
Nicosia, Cyprus  
<http://www.vasslaw.com>

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 Think before you print



**From:** [legal@SW10.net](mailto:legal@SW10.net) [mailto:[legal@SW10.net](mailto:legal@SW10.net)]  
**Sent:** Monday, September 30, 2019 11:10 AM

## TRANSMISSION VERIFICATION REPORT

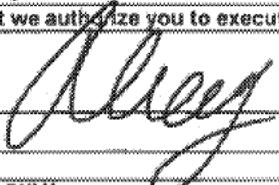
TIME : 30/09/2019 12:06  
 NAME :  
 FAX :  
 TEL :  
 SER. # : E71277D8J576359

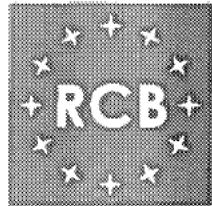
DATE, TIME	30/09 12:02
FAX NO. /NAME	RCB LIM
DURATION	00:03:39
PAGE(S)	87
RESULT	OK
MODE	STANDARD

## Payment Order

Number of Payment Order 1		Date (dd/mm/yyyy) 30/09/2019
Client Name ALTAMONTE HOLDINGS LIMITED		Account number [REDACTED] 1001 USD
Test Code <i>9666</i>	Bank use	Form of Remittance <input checked="" type="checkbox"/> Internal transfer (within RCB) <input type="checkbox"/> SWIFT
TRANSACTION DETAILS		
Currency USD	Value date (dd/mm/yyyy) 30/09/2019	
Transaction Amount ( in figures) 201610.96	Transaction Amount (in writing) two hundred one thousand six hundred tenand 96/100 US Dollars only	Bank use
BENEFICIARY DETAILS		
Name of Beneficiary CAPITALINVEST LTD		
Address (optional) Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH 96960		
Account Number [REDACTED] 5001		
IBAN (if applicable) [REDACTED] 5001		
Bank name RCB BANK LTD		
Bank address (optional)		
SWIFT RCBLCY2I		
Details of payment This Settlement AGR dd 25/09/2019	Bank use	
INTERMEDIARY DETAILS (if applicable)		
Bank name		
Bank address		
SWIFT		
Correspondent account number		
SPECIAL INSTRUCTIONS (if applicable)		
ADDITIONAL DETAILS		
BANK FEES OUR (applicant pays all charges) GEN (beneficiary pays all charges) ... cannot be read when		PROVIDING CONFIRMATION by email Address: <a href="mailto:BANKING@VASSLAW.NET">BANKING@VASSLAW.NET</a>

## Payment Order

Number of Payment Order 11		Date (dd/mm/yyyy) 27/09/2019
Client Name ALTAMONTE HOLDINGS LIMITED		Account number [REDACTED] 000USD
Test Code	Bank use	Form of Remittance <input checked="" type="checkbox"/> Internal transfer (within RCB) <input type="checkbox"/> SWIFT
<b>TRANSACTION DETAILS</b>		
Currency USD	Value date (dd/mm/yyyy) 27/09/2019	
Transaction Amount (in figures) 20660.9696	Transaction Amount (in writing) two hundred and six thousand nine hundred and ten and 96/100 US Dollars only	Bank use
<b>BENEFICIARY DETAILS</b>		
Name of Beneficiary CAPITALINVEST LTD		
Address (optional) Trust Company of Cyprus Ltd, 1000 Bank of Cyprus Ltd, 1000 Republic of the Maltese Islands		
Account Number [REDACTED] 6001		
IBAN (if applicable) [REDACTED] 6001		
Bank name RCB BANK LTD		
Bank address (optional)		
SWIFT RCBLCY21		
Details of payment This Settlement AGR dd 25/09/2019	Bank use	
<b>INTERMEDIARY DETAILS (if applicable)</b>		
Bank name		
Bank address		
SWIFT		
Correspondent account number		
<b>SPECIAL INSTRUCTIONS (if applicable)</b>		
<b>ADDITIONAL DETAILS</b>		
BANK FEES		PROVIDING CONFIRMATION
<input checked="" type="checkbox"/> OUR (applicant pays all charges) <input type="checkbox"/> BEN (beneficiary pays all charges) – cannot be used where the payer and payee are both located in EU member states and the payment transaction is in euro or another currency of an EU member state) <input type="checkbox"/> SHA (applicant and beneficiary pay jointly the charges)		<input checked="" type="checkbox"/> by email Address: BANNING@VASCIAW.NET <input type="checkbox"/> by fax Number: _____ <input type="checkbox"/> by mail Address: _____
We acknowledge that the data contained in international credit transfers and separately requested express Credit transfers, is forwarded to the beneficiary's banks via the worldwide payment service, the Belgian based, Society for Worldwide Interbank Financial Telecommunication (SWIFT). We have been advised that, for system security reasons, SWIFT has operating centres in Europe and the USA and as a result personal data is transferred to the USA. Further to the above, we consent to the fact that this data may be accessed by the US Authorities pursuant to local applicable laws for the purposes of combating terrorism.		
By the present we authorize you to execute the above payment order.		
Signature 1 		Signature 2
Bank use		
<b>FOR BANK USE ONLY</b>		
Receiving Date		Verified by
		Signature
For any enquiries please contact us on +357 22376780 in Nicosia or +357 25376780 in Limassol, Monday to Friday between 8am and 6pm		



## Transaction Advice

ALTIMONTE HOLDINGS LIMITED  
 YAMRAJ BUILDING, FLOOR 3  
 MARKET SQUARE YAMRAJ BUILDING FL 3  
 PO BOX 3175, ROAD TOWN  
 BRITISH VIRGIN ISLANDS

Date: 30 SEP 2019  
 Reference: FT/19273/20908  
 Customer: [REDACTED]  
 Branch: IBC Nicosia Branch

## DEBIT ADVICE

WE HAVE TODAY EXECUTED THE FOLLOWING ACCOUNT TRANSFER  
 INSTRUCTION FOR VALUE 30 SEPTEMBER 2019

BY ORDER OF : YOURSELVES

BENEFICIARY : CAPITALINVEST LTD

PAYMENT DETAILS : THIS SETTL AGR DD 25/09/2019

WE HAVE DEBITED YOUR USD ACCOUNT NO [REDACTED] 1001  
 VALUE 30 SEPTEMBER 2019 AS FOLLOWS:

TRANSFER AMOUNT	USD	201,610.96
PLUS CHARGES	USD	8.74
AMOUNT DEBITED	USD	201,619.70

IF YOU HAVE ANY QUERIES REGARDING THE ABOVE DETAILS, PLEASE CONTACT  
 US AS SOON AS POSSIBLE QUOTING OUR TRANSACTION NUMBER.